

LANDSCAPE MAINTENANCE AGREEMENT

ECS FILE: JPA-83-03

LITCHFIELD ROAD

(City of Goodyear)

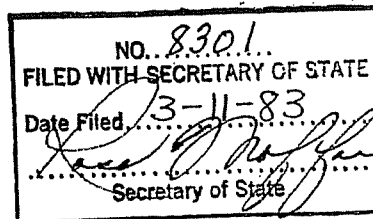
THIS AGREEMENT, made this 10th day of January, 1983, pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the City of Goodyear, a municipal corporation, thereunto duly authorized, hereinafter designated as City.

WITNESSETH:

WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape the median island within the control of access on Interstate 10 at Litchfield Road from the north end of the control of access Roadway Station 22+30 to the south end of the control of access Roadway Station 31+00, a net distance of approximately 0.16 miles.

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the City, pursuant to the authority contained in A.R.S. Sec. 28-108, as follows:

1. The City shall prepare plans for the landscaping project and submit them to the Department of Transportation for approval.
2. Upon approval, the project will be constructed by the City using City funds.



3. The City shall furnish and install necessary water services from existing water mains to the designated locations within the right-of-way from the north end of the control of access Roadway Station 22+30 to the south end of the control of access Roadway Station 31+00 all at City expense.

4. The City shall furnish all water during construction phase, and all water hereafter necessary to properly maintain the landscaping between the control of access lines from the north end of the control of access Roadway Station 22+30 to the south end of the control of access Roadway Station 31+00, all at City expense.

5. The City shall maintain the landscaping in an attractive condition within the control of access from the north end of the control of access Roadway Station 22+30 to the south end of the control of access Roadway Station 31+00.

6. The City hereby agrees to maintain the landscaping and irrigation system as it was designed by the City and the City will not make any changes, additions or deletions without written approval by the Department of Transportation.

7. Any planting or maintaining of the planting within the control of access from the north end of the control of access Roadway Station 22+30 to the south end of the control of access Roadway Station 31+00 shall be conducted in a manner to minimize traffic congestion and interference with thru traffic. The safety and welfare of the traveling public shall be a consideration at all times.

8. The City hereby agrees to save and hold harmless the Department of Transportation, or any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by an activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the City, any of its agents, or any of its independent contractors. The above cost incurred by the Department of Transportation or any of its departments, agencies or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage or other damage occurs as aforesaid, the City assumes the burden of proof that the activity, condition, or event did not cause such cost, damage or other damage.

9. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

10. Attached hereto are resolutions of the Department of Transportation and the City authorizing both entities to enter into this agreement, and a written determination by the City Attorney of Goodyear that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

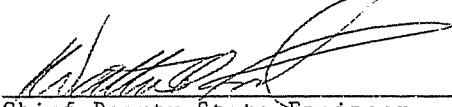
11. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement

violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

12. All parties are hereby put on notice that this Contract (Agreement) is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF the parties have executed two copies of this agreement on the day and year herein written.

Arizona Department of Transportation



Chief Deputy State Engineer



OFFICE OF THE
Attorney General

TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

RECEIVED
FEB 17 1983

DEPUTY STATE ENGINEER
HIGHWAY OPERATIONS

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 83-088, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of February, 1983

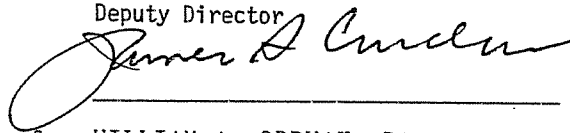
ROBERT K. CORBIN
Attorney General

Albert Meyer
Assistant Attorney General
Transportation Division

RESOLUTION

Be it resolved on this date, March 10, 1983, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF GOODYEAR, acting by and through its CITY COUNCIL enter into the intergovernmental agency agreement for the purpose of entering in a landscape maintenance agreement for certain projects which have been selected by the City of Goodyear and subject to the approval of the State as by law required; and request the City to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.

JAMES S. CREEDON
Deputy Director

A handwritten signature in dark ink, appearing to read "James S. Creedon", written over a horizontal line.

for: WILLIAM A. ORDWAY, Director
Arizona Department of Transportation

I, John Bailey, Town Clerk
of the City of Goodyear, Arizona, do hereby certify that the
following is a true and correct extract of the minutes of
the City Council meeting held January 10, 1923:

In witness whereof, I have hereunto set my hand
and affixed the Official Seal of the City of Goodyear,
Arizona. Done in Goodyear, Arizona this 10th day
of January, 1923.

John Bailey
Town Clerk.

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF GOODYEAR and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

J. Scott Burr

DATED this 25th day of JANUARY,

1980.

REGULAR MEETING OF THE
GOODYEAR COMMON COUNCIL

JANUARY 10, 1983

A Regular meeting of the Goodyear Common Council was held at 7:30 P. M., Monday, January 10, 1983, in the Town Hall, Goodyear, Arizona. Mayor Chauncey B. Coor presided and Clerk Jean Bailey kept the minutes. Councilmembers present: Vice-Mayor Carl K. Gow, John N. Maxwell, Barbara W. LaPrade, Ilo E. Gregory. Absentee: Councilmember Elaine D. Nesvig. Also present: Town Manager, E. W. Kleinschmidt & Town Attorney's.

Mayor Coor called the meeting to order.

Included with the Agenda was a copy of the minutes of the Special meeting of December 20, 1982 for Council review and approval. Councilmember LaPrade moved that the reading of the minutes be waived and approved as reviewed by the Council. Motion seconded by Vice-Mayor Gow. Vote: 5 ayes 0 nays. Motion carried and so ordered.

BILLS PAYABLE:

Bills payable as of January 10, 1983 were included with the Agenda for Council review and approval of payment. Councilmember Maxwell moved to pay all outstanding bills. Motion seconded by Councilmember Gregory. Vote: 5 ayes 0 nays. Motion carried and so ordered.

UNFINISHED BUSINESS:

The Town Manager respectfully requested authority to meet with Mr. James Mummert, Phoenix/Litchfield Airport Manager, Mr. Nielson Bertholf, Director of Aviation, City of Phoenix together with Mr. J. J. Van Houten, concerning land use policies for noise control within the Town of Goodyear. The Town Council unanimously agreed to allow the Town Manager to proceed with furthering a plan of action which can be conveyed to the Town Council at a later date.

The Town Manager explained the Landscape Maintenance Agreement submitted by Department of Transportation for maintenance of the landscaping of the median island within the control of access on Interstate 10 at Litchfield Road from the north end of the control of access Roadway Station 22+30 to the south end of the control of access Roadway Station 31+00, a net distance of approximately 0.16 miles. A motion was made by Councilmember Maxwell, seconded by Councilmember Gregory that this agreement be entered into. Vote: 5 ayes 0 nays. Motion carried and so ordered.

The Town Manager informed the Councilmembers that approval had been given previously to purchase 1.43 acres of Wade property to complete the Wastewater Treatment Plant, however, to close escrow a formal motion is needed. Councilmember Maxwell moved that the Town Manager be given authority to finalize the escrow papers for the purchase of 1.43 acres of Wade property at an approximate cost of \$15,000.00. Motion seconded by Councilmember LaPrade. Vote: 5 ayes 0 nays. Motion carried and so ordered.